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Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re

GIRARDI KEESE,

Debtor.

Case No. 2:20-bk-21022-BR

Chapter 7

**NOTICE OF CHAPTER 7 TRUSTEE'S  
MOTION FOR ORDER APPROVING  
COMPROMISE WITH JASON M. RUND,  
CHAPTER 7 TRUSTEE FOR THE  
BANKRUPTCY ESTATE OF THOMAS V.  
GIRARDI, CALIFORNIA ATTORNEY  
LENDING II, INC., AND COUNSEL  
FINANCIAL SERVICES, LLC,  
PURSUANT TO FEDERAL RULE OF  
BANKRUPTCY PROCEDURE 9019**

Date: April 18, 2023  
Time: 10:00 a.m.  
Ctrm.: 1668  
255 E. Temple Street  
Los Angeles, California 90012

**TO ALL INTERESTED PARTIES:**

**PLEASE TAKE NOTICE** that Elissa D. Miller, the chapter 7 trustee (the "GK Trustee") for the bankruptcy estate of Girardi Keese (the "Debtor") filed her *Chapter 7 Trustee's Motion for Order Approving Compromise with Jason M. Rund, Chapter 7 Trustee for the Bankruptcy Estate of Thomas V. Girardi, California Attorney Lending II, Inc., and Counsel Financial Services, LLC, Pursuant to Federal Rule of Bankruptcy Procedure 9019* (the "Motion"). A hearing on the Motion will take place on **April 18, 2023 at 10:00 a.m.** at the above-captioned courtroom. The Motion is summarized as follows:

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1. As the Debtor's case has progressed, certain issues have occasionally arisen where the bankruptcy estates of the Debtor and Thomas V. Girardi ("TVG") hold competing interests. These issues have required the GK Trustee and Jason M. Rund, in his capacity as chapter 7 trustee (the "TVG Trustee") for the bankruptcy estate of TVG. Girardi, to preserve their rights on behalf of their respective bankruptcy estates in each of their cases (the "GK Bankruptcy Case" and the "TVG Bankruptcy Case").

2. Recently, the sale of certain real property and distribution from Kelco Properties, LLC ("Kelco") of a portion of the sale proceeds to the TVG Trustee on account of a 45% membership interest in Kelco has resulted in a recovery of \$8,115,666.51. Both the GK Trustee and the TVG Trustee assert that the 45% membership interest in Kelco is property of their respective bankruptcy estates.

3. Prior to the sale, on December 27, 2022, the GK Trustee filed a complaint against Kelco to avoid and recover the fraudulent transfers of \$160,000.00 paid to Kelco by the Debtor, commencing adversary case 2:22-ap-01249-BR (the "Kelco Avoidance Action"). After commencing the Kelco Avoidance Action, the TVG Trustee advised the GK Trustee that a sale of Kelco's real property was imminent. Therefore, the GK Trustee, the TVG Trustee, and Kelco agreed to stay the Kelco Adversary Action for 180 days (subject to further extension). The parties further agreed that if Kelco liquidated any of its assets during the stay of the Kelco Adversary Action, that Kelco would deliver and remit to the TVG Trustee the net sale proceeds representing the 45% membership in Kelco (the "Kelco Liquidation Proceeds"). The parties also agreed that the TVG Trustee would then remit \$160,000.00 from the Kelco Liquidation Proceeds (the "Kelco Reserve") to the GK Trustee on account of the fraudulent transfers, and that the Kelco Adversary Action would be dismissed with prejudice. The Court approved the stipulated agreement.

4. The sale of the Kelco Property closed and on February 16, 2023, the TVG Trustee received \$8,115,666.51 of Kelco Liquidation Proceeds. On February 21, 2023, the TVG Trustee delivered and remitted \$160,000.00 to the GK Trustee to fund the Kelco Reserve. The Kelco Avoidance Action was then dismissed with prejudice. Consequently, the TVG Trustee is currently holding \$7,995,666.51 in Kelco Liquidation Proceeds and the GK Trustee is holding \$160,000.00 in the Kelco Reserve.

5. This dispute involves other controversies. California Attorney Lending II, Inc. ("CAL II") has also asserted that it has a lien on and should be paid in full from the Kelco Liquidation Proceeds, but both the GK Trustee and TVG Trustee contest the amount that CAL II asserts is owed to it. Specifically, the trustees object to the amount of attorneys' fees CAL II includes in its payoff request. In addition, because CAL II is requesting payment of its claim in full, the GK Trustee's claims in a separately filed adversary proceeding against CAL II and Counsel Financial Services, LLC ("CFS") are at issue.

6. On March 21, 2023, the GK Trustee, TVG Trustee, CAL II, and CFS entered into the Settlement Agreement. The pertinent terms of the Settlement Agreement are summarized as follows:

a. **The Allowed CAL II Payoff Request.** CAL II shall a single allowed payoff request as of February 22, 2023 in the amount of \$2,674,153.29 plus per diem interest of \$491.61 from February 22, 2023 until paid in full (the "Allowed Payoff Request"). The Allowed Payoff Request includes a reduction of legal fees by a total of \$669,117.77.

b. **The TVG Trustee's Waiver and Release of Claims to the Kelco Reserve.** The TVG Trustee and the TVG bankruptcy estate waive and release all

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1 ownership claims to the Kelco Reserve. Further, the Kelco Reserve will remain in the GK  
2 bankruptcy estate for administration by the GK Trustee. The TVG Trustee has not  
3 waived and/or released his claims filed in the GK Bankruptcy Case, and can continue to  
4 prosecute claims in the GK Bankruptcy Case for the benefit of the TVG bankruptcy  
5 estate. All other rights of the TVG Trustee and TVG bankruptcy estate are preserved.

6 **c. The GK Trustee's Waiver and Release of Claims to the Kelco**  
7 **Liquidation Proceeds.** Except for the Kelco Reserve the GK Trustee received in  
8 connection with the Kelco Avoidance Action which the GK Trustee will be entitled to  
9 keep, free and clear of any liens or claims, the GK Trustee and the GK bankruptcy estate  
10 release and waive and release all ownership claims to the Kelco Liquidation Proceeds.  
11 However, the GK Trustee has not waived and/or released her claims filed in the TVG  
12 Bankruptcy Case, and can continue to prosecute claims in the TVG Bankruptcy Case for  
13 the benefit of the GK bankruptcy estate. All other rights of the GK Trustee and GK  
14 bankruptcy estate are preserved. In addition, the Kelco Liquidation Proceeds will remain  
15 with the TVG Trustee to be administered within five days of the effective date of the  
16 Settlement Agreement. The TVG Trustee will first use the Kelco Liquidation Proceeds to  
17 pay off the Allowed Payoff Request pursuant to the previously approved settlement  
18 agreement between the TVG Trustee and CAL II, except that the TVG Trustee will not  
19 withhold 20% from the Allowed Payoff Request or the Kelco Liquidation Proceeds for the  
20 allowed unsecured claims of the TVG bankruptcy estate. After payment of the Allowed  
21 Payoff Request, the TVG Trustee will administer the remainder of the Kelco Liquidation  
22 Proceeds pursuant to the previously approved settlement agreement between the TVG  
23 Trustee and Joseph Ruigomez, Kathleen Ruigomez, and Jamie Ruigomez (the  
24 "Ruigomez Creditors) with the Ruigomez Creditors' claim to be reduced from the Kelco  
25 Liquidation Proceeds.

26 **d. Withdrawal of CAL II Claims and No Further CFS Claims.** Within  
27 five days of payment of the Allowed Payoff Request, CAL II will withdraw its proofs of  
28 claim filed in the GK Bankruptcy Case and TVG Bankruptcy Case. CFS is currently  
asserting a general unsecured claim in its capacity as a disbursing agent in the amount of  
\$8,698,610.03 in the GK Bankruptcy Case. CFS will not be required to withdraw its filed  
proof of claim in the GK Bankruptcy Case, but CFS will not file any further proofs of claim  
in the GK Bankruptcy Case or the TVG Bankruptcy Case. The GK Trustee and CFS  
reserve all rights with respect to the proof of claim filed by CFS to object to and contest  
the validity of the amount of the proof of claim and defend against any objection. The  
Settlement Agreement does not validate or invalidate the proof of claim filed by CFS in  
the GK Bankruptcy Case.

**e. Dismissal of the CAL II/CFS Dismissal Order Appeal.** Within five  
days of the effective date of the Settlement Agreement, the GK Trustee will dismiss with  
prejudice her appeal of the order dismissing her claims against CAL II and CFS with  
prejudice. However, the GK Trustee expressly reserves the right to pursue any and all  
claims the GK bankruptcy estate may have against Joseph D. DiNardo.

**f. The Releases of the GK Trustee, the GK bankruptcy estate, the**  
**TVG Trustee, and the TVG bankruptcy estate.** CAL II and CFS release the GK  
bankruptcy estate, the TVG bankruptcy estate, the GK Trustee, and the TVG Trustee and  
their attorneys and agents from any and all claims that CAL II and/or CFS may have.  
The release includes any and all legal fees incurred by CAL II and CFS arising out of or  
relating to CAL II's or CFS's involvement with GK and/or TVG including any legal fees  
that CAL II or CFS incurs defending against claims brought by third parties other than the  
GK Trustee or the TVG Trustee.

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1 g. **The Release of CAL II and CFS by the GK Trustee and the TVG**  
2 **Trustee.** The GK Trustee, on behalf of the GK bankruptcy estate, and the TVG Trustee,  
3 on behalf of the TVG bankruptcy estate, release CAL II and CFS and their attorneys and  
4 agents from any and all claims that the GK Trustee and TVG Trustee may have in  
5 connection with, arising out of, or related to the GK Bankruptcy Case and TVG  
Bankruptcy Case. The release by the GK Trustee and the TVG Trustee does not include  
a release of Joseph D. DiNardo in his individual capacity (not as an agent or  
representative of CAL II or CFS), or any law firm or law practice that Joseph D. DiNardo  
has in the past, is currently, or will become associated with in the future.

6 7. The Settlement Agreement is in the best interest of the GK Estate. The  
7 Settlement Agreement not only results in the full satisfaction of CAL II's claim and a  
8 reduction in the amount due to the Ruigomez Creditors as they too will receive a  
9 significant sum, it also avoids costly litigation and either reduces or entirely eliminates the  
risks in the existing litigation by the GK Trustee against CAL II and CFS. Moreover, the  
Settlement Agreement avoids further delay and paves the way forward for the GK  
Trustee to continue her progress in administering the GK bankruptcy estate. For these  
reasons, the Settlement Agreement should be approved.

10 8. The Motion also seeks approval of Greenspoon Marder, LLP's  
11 ("Greenspoon") success fee of \$32,000 that Greenspoon is entitled to pursuant to the  
12 contingency fee arrangement approved by the Court in its order granting the GK  
Trustee's application to employ Greenspoon (the "Employment Order"). The \$32,000  
13 success fee represents 20% of the Kelco Reserve of \$160,000. In addition to a 20%  
14 contingency fee of the gross proceeds on any settled avoidance power claim, the  
Employment Order also authorizes the recovery of hourly fees incurred at 50% of the  
15 hourly fees then in effect. At this time, the GK Trustee is only seeking authority to pay  
the 20% contingency fee award from the settlement proceeds. The hourly attorneys' fees  
incurred will be sought through a separately filed fee application as required by the  
Employment Order.

16 **PLEASE TAKE FURTHER NOTICE that any opposition to the relief sought in**  
17 **the Motion must be filed with the Court and served on counsel for the GK Trustee**  
18 **by no later than fourteen (14) days prior to the hearing on the Motion. Failure to**  
19 **timely file and serve an opposition may be deemed by the Court to be consent to**  
20 **the granting of the relief sought in the Motion.**

21 DATED: March 28, 2023

SMILEY WANG-EKVALL, LLP

22  
23 By: /s/ Philip E. Strok

PHILIP E. STROK

24 Attorneys for Elissa D. Miller, Chapter 7  
25 Trustee  
26  
27  
28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 3200 Park Center Drive, Suite 250, Costa Mesa, CA 92626.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF CHAPTER 7 TRUSTEE'S MOTION FOR ORDER APPROVING COMPROMISE WITH JASON M. RUND, CHAPTER 7 TRUSTEE FOR THE BANKRUPTCY ESTATE OF THOMAS V. GIRARDI, CALIFORNIA ATTORNEY LENDING II, INC., AND COUNSEL FINANCIAL SERVICES, LLC, PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019** will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) March 28, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) March 28, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Barry Russell  
U.S. Bankruptcy Court  
Roybal Federal Building  
255 E. Temple Street, Suite 1660  
Los Angeles, CA 90012

☒ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) March 28, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 28, 2023  
Date

Gabriela Gomez-Cruz  
Printed Name

/s/ Gabriela Gomez-Cruz  
Signature

**ADDITIONAL SERVICE INFORMATION (if needed):**

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

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Secured Creditors

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**3. SERVED BY EMAIL:**

Secured Creditors

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Request for Notice

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.



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